

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 05-229**

The City of Lincoln, Nebraska intends to sell and invites you to submit a sealed bid for:

**Sale and Moving of  
Joint Antelope Valley Authority (JAVA)  
owned structures**

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, September 7, 2005** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

A copy of the Notice to Bidders may be obtained from the Purchasing Division web site at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword search: Bid

A pre-bid/site visit will be held on Tuesday, August 30, 2005 at 10:00 AM at 2145 "Q" Street, Lincoln, NE. All bidders are encouraged to attend.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**Notice to Bidders**  
**Specification No. 05-229**  
**Sale and Moving of Joint Antelope Valley Authority (JAVA)**  
**owned structures**

1. LOCATION

- 1.1 The Joint Antelope Valley Authority through the City of Lincoln, Department of Urban Development is offering **garage/storage unit** for sale and relocation from the site.
  - 1.1.1 The garage/storage unit is located at 233 N. 22<sup>nd</sup> Street, Lincoln, Nebraska, and is legally described as follows: South 60 feet of Lot 1, Block 15, Kinney's "O" Street Addition, Lincoln, Lancaster County, Nebraska.
  - 1.1.2 The estimated building value of this structure is \$ 10,000.00
    - 1.1.2.1 This estimate is for informational purposes only and does not constitute a minimum bid amount.
- 1.2 The Joint Antelope Valley Authority through the City of Lincoln, Department of Urban Development is offering an approximately 1,500 square feet, **two bedroom house** for sale and relocation from the site.
  - 1.2.1 The house is located at 2145 "Q" Street, Lincoln, Nebraska, and is legally described as follows: North 82 feet of Lot 1, Block 15, Kinney's "O" Street Addition, Lincoln, Lancaster County, Nebraska.
  - 1.2.2 The estimated building value of this structure is \$ 19,000.00
    - 1.2.2.1 This estimate is for informational purposes only and does not constitute a minimum bid amount.

2. SITE VISITATION/PRE-BID CONFERENCE

- 2.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, the structures, obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 2.2 The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself prior to bidding.
- 2.3 A pre-bid conference will be held at the housing site, 2145 "Q" Street, Tuesday, August 30, 2005 at 10:00 AM. All interested bidders are encouraged to attend.

3. CODES, REGULATIONS AND PERMITS

- 3.1 The successful bidder shall apply and pay for any and all fees required for permits to relocate the dwelling and abandonment of utilities following all applicable State, County and City codes and regulations that are currently in force.

4. JAVA SUBSTITUTION OF PARTIES

- 4.1 This bid specification and any related instructions, special provisions, general conditions, and all contract documents, (related documents) is being issued by the Joint Antelope Valley Authority ("JAVA"); a joint administrative entity created under the Interlocal Cooperation Act (NEB.REV. STAT. § 13-801 to 13-827) to implement the Phase One Priority Projects of the Antelope Valley Projects, including the work provided for in this specification and related documents. JAVA utilizes the City's purchasing division and the standard purchasing documents and forms to perform, in whole or in part JAVA's bidding and purchasing functions.
- 4.2 For purposes of this specification JAVA shall be substituted as the contracting party for all such references to the City, City of Lincoln, or owner as the case may be. JAVA and the successful bidder shall, for all intents and purposes, be considered the sole contracting parties hereunder and shall retain the benefits, duties and obligations required or provided in this specification and related documents.
- 4.3 Nothing in this specification or related documents shall be interpreted as creating any separate obligation upon the City of Lincoln as a contracting party or otherwise.

5. CLARIFICATIONS

- 5.1 Any request for clarification or additional information regarding this Notice to Bidders shall be directed in writing to: Mary Long, Assistant Purchasing Agent, 440 So. 8th St., Ste. 200, Lincoln, NE 68508, fax: 402/441-6513 or email: [mlong@lincoln.ne.gov](mailto:mlong@lincoln.ne.gov)
- 5.2 Last date for request for clarification or additional information is NOON, Wednesday, August 31, 2005.

6. SELECTION CRITERIA

- 6.1 The bid will be awarded to the highest responsive, responsible bidder whose proposal will be most advantageous to Joint Antelope Valley Authority through the City of Lincoln, and as the Joint Antelope Valley Authority through the City of Lincoln deems will best serve their requirements.
  - 6.1.1 To include price paid, timeline for move and site preparedness.
- 6.2 The Joint Antelope Valley Authority through the City of Lincoln reserves the right to reject any and all bid proposals.

7. RESPONSIBILITIES OF SUCCESSFUL BIDDER

- 7.1 Successful bidder shall remove the structure(s) from foundation and transport it to a site of bidder's selection.
- 7.2 Route of transport must be pre-approved by the appropriate government agency, with permits for such transport and relocation.
- 7.3 The successful bidder shall also be responsible for abandonment and capping of all utilities in accordance with all pertinent federal, state, county and city health and safety regulations.

- 7.4 The foundation footings and any other structure associated with the dwelling shall be demolished and removed from the site and properly disposed of.
- 7.5 The void left by removal shall be backfilled with earth having no hazardous materials or contaminants and approved by Joint Antelope Valley Authority.
- 7.6 Backfill shall be compacted to density of surrounding earth in compliance with the provisions of the City of Lincoln Standard Specifications.

8. DISCLOSURE STATEMENT

- 8.1 Successful bidder shall acknowledge all existing contamination that remains with the dwelling and take full responsibility thereafter.
- 8.2 Testing was performed on the Garage/Storage at 233 N. 22<sup>nd</sup> Street for asbestos and none was found
- 8.3 Testing was performed for asbestos at the house at 2145 Q Street and was found (see attached report).
- 8.3 No testing was performed for lead based paint at either sites.
- 8.4 The successful bidder shall accept the structure(s) in an “as is” condition and be responsible for conducting any necessary work according to applicable laws and regulations of hazardous material removal after relocating it.
- 8.5 In any case, most recent laws and regulations of hazardous materials shall govern.

9. SITE CLEAN UP

- 9.1 Any debris, resulting from removal of the structure shall be removed from the site and properly disposed of within two weeks of moving said structure.
- 9.2 Successful bidder must also protect the area after structure is removed.
- 9.3 Site shall be left in an acceptable condition to the County / City Property Management or Joint Antelope Valley Authority.

10. INSURANCE/BONDING REQUIREMENTS

- 10.1 Before commencing performance of this contract, the Contractor shall furnish the Joint Antelope Valley Authority/City of Lincoln a duplicate policy of Certificate of Insurance for the required insurance as specified in (Attachment) which shall contain the following:
  - 10.1.1 Name of insurance carrier(s)
  - 10.1.2 Effective and expiration dates of policies
  - 10.1.3 30-days written notice by carrier of any cancellation or material change in any policy
  - 10.1.4 Duplicate Policy or Certificates of Insurance stating that the interests of the Joint Antelope Valley Authority/City of Lincoln are included as an additional named insured, and specifying the project/location.
- 10.2 Such insurance shall apply despite any insurance that the City may carry in its own name.
- 10.3 The *successful* bidder shall furnish a performance bond in the amount of 100% of the contract amount, executed by the bidder and by a corporate surety, company authorized to transact business in the State of Nebraska.

11. PAYMENT

- 11.1 Payment in full shall be made to the Joint Antelope Valley Authority through the City of Lincoln prior to commencement of any work to remove the garage/storage unit from the site.
- 11.2 The successful bidder will receive a Bill of Sale for the purchase of the structure(s) after payment in full is made.
- 11.3 Payment in full shall be by cash, certified check or cashiers check made payable to Joint Antelope Valley Authority within fourteen (14) calendar days following written notification of award.
  - 11.3.1 When payment is received, the City will issue a receipt and the receipt will serve as notice to release the property.
- 11.4 If the successful bidder does not make payment or remove the structure(s) in accordance with the terms of sale, the Joint Antelope Valley Authority through the City of Lincoln reserves the right to offer the structure(s) to the next highest bidder, and the bidder defaulting will forfeit any monies paid, up to the amount of the City's cost incurred by such default.
- 11.5 All sales shall be final.

12. COMPLETION DATE

- 12.1 All work shall be completed within 60 days from the Notice to Proceed.

The undersigned bidder agrees to purchase from the Joint Antelope Valley Authority through the City of Lincoln the below listed item for the performance of this Specification for unit price listed below.

## Sale and Moving of Joint Antelope Valley Authority (J A V A) owned structures

- (Written out)**\_\_\_\_\_

- (Written out)\_\_\_\_\_

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

<b>ASBESTOS BULK SAMPLE LOG</b> <small>REVISED 02-07-2002</small>		<b>COUNTY CITY PROPERTY MANAGEMENT ENVIRONMENTAL OFFICE</b> 920 "D" STREET, SUITE 203 ● LINCOLN, NEBRASKA 68508 402-441-8285		
Project : Vacant house owned by Urban Development		Number : 279		Contact :
Address : 2145 Q Street			Phone :	
F:\279\ASBESTOS BULK FORM		*CURRENT REGULATIONS INDICATE ASBESTOS AMOUNTS OF >1% ARE "ASBESTOS CONTAINING MATERIALS" (ACM).		
Taken By	Sample Number	Material Description	Sample Location	Lab Results
BB	05232005-2145Q-001	CEILING TEXTURE.	LIVING ROOM.	ND = NONE DETECTED BY PLM. ATC
BB	05232005-2145Q-002	CEILING TEXTURE.	DINING ROOM.	ND BY PLM. ATC
BB	05232005-2145Q-003	CEILING TEXTURE.	2ND LEVEL NORTH BED ROOM.	ND BY PLM. ATC
BB	05232005-2145Q-004	CEILING TEXTURE.	KITCHEN NORTH END.	ND BY PLM. ATC
BB	05232005-2145Q-005	CEILING TEXTURE.	KITCHEN SOUTH END.	ND BY PLM. ATC
BB	05232005-2145Q-006	CEILING TEXTURE.	BATH ROOM.	ND BY PLM. ATC
BB	05232005-2145Q-007	DRYWALL COMPOSITE.	KITCHEN.	ND BY PLM. ATC
BB	05232005-2145Q-008	PLASTER.	DINING ROOM.	ND BY PLM. ATC
BB	05232005-2145Q-009	ROOFING.	ROOF.	ND BY PLM. ATC

\* ASBESTOS CONTAINING DUCT INSULATION EXISTS ON DUCTS IN BASEMENT FROM FURNACE TO REGISTERS AND MUST BE ABATED PRIOR TO MOVING OR DEMOLITION OF STRUCTURE.

## BILL OF SALE

**JOINT ANTELOPE VALLEY AUTHORITY**, ("JAVA") a joint administrative entity created under the Interlocal Cooperation Act (Neb. Rev. Stat. §13-801 to 13-827) hereinafter known as *Owner*, in consideration of the sum of \_\_\_\_\_, (\$ \_\_\_\_\_), to them paid by \_\_\_\_\_, *Buyer*, the receipt of which is hereby acknowledged, does bargain and sell unto \_\_\_\_\_, the Garage/Storage Unit for Removal from 233 N. 22<sup>nd</sup> Street, Antelope Valley Project, per Specification No. \_\_\_\_\_.

To have and hold the same, unto said *Buyer*, and his/her assigns forever, and that *Owner* will warrant and defend the title to the said goods and chattels sold herein against the lawful claims and demands of all persons whomsoever.

EXECUTED by *Owner* this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JOINT ANTELOPE VALLEY AUTHORITY, a  
joint administrative entity

By: \_\_\_\_\_  
Glenn D. Johnson, Director

STATE OF NEBRASKA     )  
  ) ss:  
COUNTY OF LANCASTER )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Glenn D. Johnson**, known to me to be the Director of the **Joint Antelope Valley Authority, a joint administrative entity**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said entity by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

\_\_\_\_\_  
Notary Public



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

#### **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

#### **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

#### **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

#### **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.